

INVITATION FOR BID

26. Award IFB-3095-04/GMG – Term Contract for Comprehensive Landscape Maintenance and Maintenance of Irrigation System, at the Criminal Justice Center, to ValleyCrest Landscape Maintenance, Inc., Orlando (Term Contract).

IFB-3095-04/GMG will provide for all labor, materials, equipment, coordination and incidentals necessary for the complete care and guarantee of all planted trees, shrubs, ground covers, lawn areas, seasonal color and mulched areas per location(s) for the Criminal Justice Center.

The project was publicly advertised and the County received two (2) submittals in response to the solicitation. The Review Committee which consisted of Administrative Services/Facilities Maintenance personnel reviewed the response and recommends award of the contract to the lowest most responsible, responsive Bidder, ValleyCrest Landscape Maintenance Inc., Orlando. Consideration was given to proposed approach to work, past performance and price proposal.

This agreement shall take effect on the date of its execution by the County and shall run for an initial period of three (3) years with three (3) one (1) year renewal options. The estimated contract value for three years is \$169,014.00.

Authorization for performance of services by the Contractor under this agreement shall be in the form of written Purchase Orders issued and executed by the County on an as-needed basis as long as the cumulative amount of the Purchase Orders does not exceed budgetary constraints.

Administrative Services/Facilities Maintenance Division and Fiscal Services/Purchasing and Contracts Division recommends the Board to award the project and authorize the County Manager to execute the contract as approved and prepared by the County Attorney's Office and pursuant to the IFB documents.

B.C.C. - SEMINOLE COUNTY, FL BID TABULATION SHEET

BID NUMBER: IFB-3095-04/GMG
 BID TITLE: Term Contract for Comprehensive Landscape
 Maintenance of Irrigation, Fountain and Retention
 Pond at the Criminal Justice Center
 OPENING DATE: September 29, 2004 at 2:00 P.M.

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE
 SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS
 AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS
 SUBMITTED BY THE BIDDERS ARE REJECTED AND
 SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS
 FROM THE VENDORS LISTED HEREIN ARE THE ONLY
 BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING
 DATE AND TIME. ALL OTHER BID DOCUMENTS
 SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF
 ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 1

ITEM DESCRIPTION	Response 1	Response 2
	Valley Crest Landscape Maintenance 4777 Old Winter Garden Road Orlando, Florida 32811 (407) 292-9600 – Phone (407) 291-4966 – Fax John Anderson	Environmental Professional Services 15031 Moultrie Pt. Rd Orlando, FL 32828 (407) 427-4768 – Phone Chanin Griffin
Total Part I	\$52,782.00*	\$72,374.00
Total Part II	\$3,556.00	\$7,912.00
TOTAL PARTS I & II	\$56,338.00	\$80,286.00
Part III – other services as needed: Emergency Services Straightening Trees Sod Replacement Plant/Shrub/Tree	\$75.00/hour \$75.00/hour .65/sf N/A	\$25.00/hour \$25.00/hour .27/sf - St. Augustine \$25.00/hour
Conflict of Interest Statement	Included	Included
Compliance with Public Records Law	Included	Included
Bidder's Certification	Included	Included

* No Bid in Items 11 & 12

Tabulated by Gloria M. García – Posted 9/30/2004
 Recommendation of Award: **ValleyCrest Landscape Maintenance, Inc.**
For BCC November 9, 2004 - Posted 10/25/2004

DRAFT

**TERM CONTRACT FOR COMPREHENSIVE LANDSAPE MAINTENANCE OF IRRIGATION,
FOUNTAIN, AND RENTENTION POND AT THE CRIMINAL JUSTICE CENTER
(IFB-3095-04/GMG)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide comprehensive landscaping maintenance of irrigation, fountain, and retention pond at the Criminal Justice Center in Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, the CONTRACTOR is competent and qualified to provide landscape maintenance services to the COUNTY and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the CONTRACTOR agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish services and materials as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services and materials shall be specifically enumerated, described and depicted in the Purchase Orders authorizing performance of

the specific task. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services and materials authorized by the Purchase Order. The first three (3) months of the initial terms shall be considered probationary; during that period the COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to the CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit "B". Each Purchase Order shall describe the services and/or materials required and shall state the dates for commencement and completion of work and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available Purchase Orders, nor that, the CONTRACTOR will perform any Purchase Order for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so. The

COUNTY Representative will give the Primary CONTRACTOR first opportunity to perform all available work. If the COUNTY Representative, at its sole discretion, determines the Primary CONTRACTOR cannot perform, the Secondary CONTRACTOR will be contacted to perform the required work.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONTRACTOR shall be commenced, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a "Fixed Fee Basis," then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid to the CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed COUNTY budgeted annual amounts for these services.

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately.

CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Seminole County Administrative Services Department
205 W. County Home Road
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONTRACTOR may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement herein less any amount already paid by the COUNTY. The COUNTY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONTRACTOR and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR.

Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (c) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services or materials required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon

receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of

this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, the Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee,

commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to the provision of services hereunder by the CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, the CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in

accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the

requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United

States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) The CONTRACTOR'S insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be

provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of the CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties partici-

pating in the mediation.

SECTION 19. REPRESENTATIVES OF THE COUNTY AND THE CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONTRACTOR, shall designate in writing and shall advise the CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) The CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the CONTRACTOR who are authorized to act in behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document

executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or

regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Administrative Services
205 W. County Home Rd.
Sanford, FL 32773

FOR CONTRACTOR:

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

ATTEST:

Secretary

(CORPORATE SEAL)

By: _____
President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AC/lpk
8/27/04
ifb-3095

Attachments:

- Exhibit "A"- Scope of Services
- Exhibit "B"- Sample Purchase Order

Exhibit A

Scope of Services

PART 1 – GENERAL:

Scope of Work:

- A. The work specified in this Section consists of furnishing all labor, materials, and equipment for the complete care and guarantee of all planted trees, shrubs, ground covers, lawn areas, seasonal color and mulched areas per location(s).
- B. The Contractor shall also be responsible for the complete landscape maintenance and repair of the landscape irrigation system as required per location.
- C. The Contractor shall provide supervised staff to complete the lawn maintenance duties as outlined in the Contract. The Contractor shall also provide sufficient personnel when required for additional services as specified in the Contract so that the services are completed in a reasonable amount of time.

Quality Assurance:

- A. The selection of materials and the execution of all operations required shall be subject to the approval of the County. The County Representative and the Contractor shall make monthly site inspections to determine any work, which, in the opinion of the County, is unacceptable, the Contractor shall promptly correct all rejected work at each location.
- B. The County shall be assured of a complete landscape maintenance program for all trees, plants, lawn, shrubs, and mulched areas such that the quality of all planting and lawns shall not deteriorate, and shall obtain vitality and healthy new growth for the duration of the Contract.
- C. The Contractor is hereby made aware that County anticipates that the landscape maintenance at the designated site(s) shall be of the very highest quality possible. All work to be performed, such as pruning, mowing, fertilization, weeding, irrigation maintenance, edging, spraying, policing, plant installation, and over seeding, aerating, and mulching shall be strictly managed and executed by experience personnel.
- D. The County shall be assured of a complete maintenance program for each site(s) landscape irrigation system such that the performance of the system shall not deteriorate.

Submittals:

- A. The Contractor shall provide the County with a complete and detailed maintenance schedule for each site, which specifically outlines the maintenance procedures to be performed at daily, weekly, monthly, and annual intervals.
- B. The Contractor shall collect three (3) soil samples from various areas within the landscape and submit to a testing facility for analysis on nutrient levels, pH, and alkalinity/salinity levels. This analysis will be incorporated into the overall startup and long term maintenance. Testing shall continue annually.

- C. The Contractor shall submit monthly reports to the County Representative on the landscape maintenance operations.

Warranty:

- A. The Contractor shall guarantee and completely replace at no additional cost to the County 100% of the plants, trees, shrubs, etc installed by the Contractor, which, in the opinion of the County have failed to maintain a healthy, vigorous condition (excluding theft or vandalism). Size of the replacement plant material shall be equal that of the plant, which is being replaced, and/or the size of existing adjacent like specimens.
- B. In the event that performance of the Contractor should fail to satisfy the expectations and standards set forth in the Contract, the County reserves the right to obtain others to perform such duties at the expense of the Contractor.

PART 2 – PRODUCTS:

Plants:

All replacement plant material shall be equal to the plant material being replaced and/or size of existing adjacent like specimens.

Mulch:

Mulch shall be clean, fresh, and free of foreign matter.

Commercial Fertilizer:

Commercial fertilizer shall be a complete fertilizer with a W.I.N (water insoluble nitrogen) value of not less than 60% unless specified otherwise in the soils analysis prepared by the testing facility if required.

Insecticides:

The Contractor shall maintain a valid current state pesticide applicator's and operator's license at all times and shall use all chemicals in strict accordance with the federal, state, and county directives on environmental control, and E.P.A approval number at all times while on the job.

Irrigation Equipment:

All replacement irrigation equipment shall be equal to the parts or equipment being replaced.

PART 3 – EXECUTION

Mulching:

As part of the maintenance agreement, all tree saucers, shrubs, plant beds, ground cover, and seasonal cover areas shall receive one (1) complete mulch application per year using a 3" depth of mulch and monthly touch up mulch applications. All mulch beds shall be free of weeds, trash, etc before and after mulching operations. Old mulch must be removed when needed to maintain a depth no greater than three (3) inches.

Fertilization:

- A. The fertilization used shall be a commercial grade product and recommended for use on each tree, plant, shrub, etc. Specific requirements should be determined by soil test results, soil type, and the time of the year. Applications shall proceed continuously once begun until all areas have been completed.
- B. The Contractor is responsible for the clean up of fertilizer on hard surfaces to prevent staining.
- C. All trees shall be fertilized by spreading fertilizer below the canopy of the tree at the drip line and working into the soil. Trees shall be fertilized two (2) times per year.
- D. All shrubs shall be fertilized by spreading material around the base of the plant. Shrubs shall be fertilized two (2) times per year.
- E. All ground cover shall be fertilized by mechanically spreading material uniformly over the area and immediately watering into the soil to remove any material on foliage that may cause burn. Ground cover shall be fertilized two (2) times per year.
- F. All lawn areas shall be fertilized by uniformly distributing material with a mechanical spreader using a crossing pattern. Lawns shall be fertilized at the following frequencies:
 - 1. St. Augustine: two (2) times per year
 - 2. Bahiagrass: two (2) times per year

Pruning:

- A. All trees shall be pruned or thinned periodically to adequately maintain vigor, health, and attractive shape with respect to the intended character of the plant.
- B. Shrubs and ground cover plants shall be pruned a minimum of once per month to ensure the best shape, health, and character and kept in bounds and out of other plantings, walkways, lighting, etc...
- C. Trees shall be pruned during winter months to remove diseased, dying or dead branches, crossing branches, low hanging branches, or any branches that may propose a safety hazard.
- D. Suckers and water sprouts shall be removed as many times as necessary to maintain trunks free of extraneous growth.
- E. Pruning shall include all of the following:
 - 1. Dead, dying, or unsightly parts of trees
 - 2. Remove sucker growth from the base of the trees
 - 3. Branches that grow toward the center of the tree
 - 4. Crossed branches that may rub together
 - 5. "V" crotches if it does not ruin the appearance of the tree
 - 6. Multiple leader if the tree normally has only a single stem
 - 7. Nuisance growth that interferes with view, traffic, signage, walks, or lighting.
 - 8. Shape the top of small trees as needed

9. All branches, dead wood and cutting shall be removed from the site at the time of pruning and disposed of in an acceptable manner.
10. All lawn, tree, and shrub areas damaged by pruning equipment shall be replaced at the expense of the Contractor and at no additional cost to the County.

Straightening Trees:

Any leaning trees shall be straightened and new guy wire and/or stakes shall be installed to hold the tree in place. If the tree cannot be successfully straightened by pulling over, then the Contractor shall dig around the root ball and straighten. When wrapping wire around the tree the Contractor shall be sure to install a piece of rubber hose such that the wire will not cut the tree.

Edging and Trimming:

- A. The Contractor shall neatly edge and trim around all plant beds, curbs, walks, streets, trees, plants, shrubs, walks, lighting, building areas, and all other obstacles within the landscape.
- B. Paved areas (hard edges) and plant beds and tree rings (soft edging) shall be edged every mowing.
- C. Mechanical edger may be used for edging provided shapes and configurations of plant beds shall be maintained as installed.
- D. A clean trenched line shall be provided between grass and mulched areas. Care shall be taken not to injure trunks of trees or plants.
- E. Damage to property or vegetation caused by improper trimming or edging shall be repaired by the Contractor at no additional cost to the County.
- F. All walks and other paved areas shall be vacuumed, swept, or blown off after mowing, edging, trimming, etc.
- G. Landscape lighting shall be wiped off, vacuumed, blown off as needed to prevent the accumulation of clippings and insects.

Policing:

- A. The entire site, including parking areas, sidewalks, roadways, retention ponds, lawn areas and planted areas shall be policed weekly to remove leaf drop, litter, and debris.
- B. All debris and litter, collected during policing operations, shall be removed from the site by the Contractor.
- C. All storm drains, ditches, culverts, etc.; within the limits of work will be kept free of litter which would obstruct proper water flow.
- D. Blowers may be used by the Contractor to clear streets, sidewalks, curbs and parking areas of organic matter caused by the Contractor's maintenance operations unless prohibited by the local ordinances.

Disease and Insect Control:

- A. The Contractor shall employ mechanical or chemical measures to prevent and/or eradicate diseases or insects that threaten the appearance and vitality of all trees, shrubs, ground covers, and lawn areas.
- B. The Contractor shall practice integrated pest management of all trees, shrubs, plants, and lawn areas as required to maintain healthy vigorous growth and development.
- C. Annual color beds shall receive chemical drenches as required to maintain healthy, vigorous plants free of disease and insects.
- D. Lawn areas shall receive preventative chemical applications as needed to maintain healthy turf. Any turf that dies, as the result of failure on part of the Contractor to take preventative measures during the maintenance period, shall be replaced at the cost of the Contract and at no additional cost to the County.
- E. Fire ants will be treated with recommended chemicals as needed to maintain a relatively ant free site.

Weed Control:

The Contractor shall employ mechanical or chemical measures to ensure that weeds or undesirable grasses do not encroach up on any lawns or mulched areas including: curbs, walks, streets, lighting, building areas, and all other obstacles within the landscape.

Mowing:

- A. Mowing wet grass shall be avoided when possible.
- B. All St. Augustine and Bahiagrass lawns areas shall be mowed to a height of three and one half inches (3.5"-4"). During the growing season of mid April through the end of October grass must be cut once a week.
- C. Rotary type mowers designed for commercial use shall be used unless conditions require that a smaller rotary mower be used. Mower Blades must be kept sharp so that the cut grass edge is clean and not ragged.
- D. All lawn areas shall be mowed in a one-day operation and performed at a frequency necessary to maintain specified height. Mowing patterns shall be changed frequently to avoid wear.
- E. All grass clippings shall be removed from all areas and removed from site by the Contractor.
- F. Clippings, mulch or other plant debris must be prevented from entering ponds, lakes, water features, or drains. In the event this occurs the Contractor will be responsible for the removal of the material.

Landscape Irrigation System:

- A. System Check: The Contractor shall perform periodic inspections of the irrigation system not less than one (1) time per month. Required adjustments and/or replacements discovered during inspections shall be promptly executed. Periodic inspections include the following:
 - 1. Control clock must be replaced to ensure that program days and station run times are correct for unique plan requirements.

2. Inspect each zone for proper operation of automatic control valves, coverage, and head performance. Ensure that spray nozzles are unclogged, gear driven or impact rotors rotate as designed, and all pop-ups function properly at full extension and completely retract when turned off.
 3. Examine manual valves for leaks and proper orientation.
 4. Inspect valve boxes of automatic valves, gate valves, and wire splices to ensure that contents are fully enclosed, protected, and free of mud slurry, litter, and that lids are secure.
- B. Documentation of system check, adjustments, repairs, and all time spent on irrigation maintenance shall be recorded in a ledger and submitted to the County's Representative monthly.
- C. Season variations of precipitation and soil moisture shall be monitored closely as a continuous practice and separate from the periodic check so that appropriate adjustments can be made to the run times of affected zones to compensate for environmental conditions.
- D. Annual preventative maintenance of the irrigation system shall be conducted by the Contractor to preempt possible damage or deterioration of the irrigation equipment due to abuse or material wear. Annual inspections shall include the following:
1. Test water pressure in mainline at a minimum of three (3) different locations via hose bib or quick coupling valves. Determine if leaks exist and repair if needed.
 2. Test pressure compensation valves for correct release into lateral lines.
 3. Re-adjust pressure regulators and flow regulators where applicable. Test output to confirm proper operation.
 4. Balance and adjust the various components of the irrigation system so that the overall operation of the system is most efficient. This includes synchronization of the controllers, adjustments, to pressure regulators, part circle sprinkler heads, and individual station adjustments on the controllers.
 5. Perform system check, re-adjust, repair, and replace components as necessary.
 6. A written report sent to the County Representative verifying that irrigation system is fully operable.
- E. The Contractor shall guarantee the operation of the irrigation system and shall replace or repair inoperable or damaged equipment. Following approval from the County Representative, required replacements and repairs shall be billed to the County following written approval. Should damage to any irrigation equipment result from the Contractor's maintenance procedures or due to neglect by the Contractor, 100% of the damage shall be repaired at no additional cost to the County.
- F. All replacement equipment and materials used in the irrigation system must be new and without flaws or defects of any type and be of the best quality available. All replacement materials shall have a minimum guarantee of one (1) year against material defects or defective workmanship.
- G. Approval of replacement work: The Contractor shall inform the County's Representative of the necessary replacement work before beginning said operations. The County reserves the right to obtain others to perform such duties, or to oversee and inspect the performance of the Contractor.

Retention Pond Maintenance:

- A. Mowing around slopes, inside fenced pond area, swales and ditches. Cutting of bank vegetation to maintain established maximum height.
- B. Inspect and clean all trash racks. Removal of trash, and debris in and around ponds and other stormwater structures.
- C. Removal of tree limbs blown into ponds. Thin trees at waters edge, and in pond and swale beds.
- D. Inspection and removal of trash and sediment from inlet pipes and outfall structures. Inspect all storm drains, catch basins, etc. to insure foreign materials and sediment are not entering into pond or stormwater system. Inlet structures shall be inspected for undercutting monthly. Inspect all inflow pipes for proper operation. Clean and inspect all outflow structures to insure proper operation.
- E. Necessary aquatic spaying for waterborne vegetation and exotic/nuisance vegetation control. Necessary herbicide injection in pond bottoms to control underwater growth.
- F. Repair minor bank erosion, aerate, seed and fertilize to maintain bank stabilization.
- G. Annual (or as required by local ordinance) certification of pond depth.

Water Fountain Maintenance:

- A. Floating Fountains: Clean light lens and replace light fixtures as required, clean nozzle and intake screen of pumps ensure proper water flow for both the motor and the fountain display quarterly. Remove leaf drop, litter, and debris, etc weekly.
- B. Architectural/Landscaping Fountains: The Contractor will perform the following maintenance duties on landscape/architectural fountains:
 - Pump Evaluation and Repair
 - Water Evaluation and Maintenance
 - Filtration System Monitoring and Repair
 - Basin Maintenance
 - Vacuuming
 - Vault Maintenance
 - Clean light lenses and replace bulbs as needed

Emergency Services

The Contractor will provide 24-hour emergency service for storm damage and accidents which will include:

- Remove Debris and Repair Damage to Landscaping
- Repair Irrigations Lines
- Removal of Downed Trees, Broken or Hanging Branches

Safety:

- A. All materials and performance of work will meet all federal health and safety laws currently in effect. All chemicals to be used in performance of this contract shall carry an E.P.A. approval number.

- B. The Contractor shall provide and require the wearing of protective clothing, mask, eye protection, etc., during any operation as required or directed by applicable laws, regulations or ordinances, and/or directions of manufactures of material or equipment.
- C. All equipment must be properly maintained and is subject to inspection by the County. Any equipment deemed inoperable or unsafe shall be removed from the premises. All equipment must meet American Standard Safety specifications and OSHA requirements.
- D. The Contractor shall adequately protect workers, adjacent property, and the public. The Contractor shall take all necessary precautions for the safety of his employees on the job and of the persons employed at and visiting the facility.

Seasonal Color:

- A. The Contractor shall be responsible for bed preparations, furnishing and installing of seasonal color as required or by the –on-site direction of the County Representative. The program shall consist of two (2) color changes per year, spring and fall.
- B. The Contractor shall be responsible for annual color maintenance operations including pinching back, deadheading to promote blooming, fertilization, plant replacement, and fungicide and pesticide applications, (including monthly drenching as necessary).
- C. Annual color plants lost due to lack of proper maintenance will be replaced by the Contractor and at no additional cost to the County.
- D. Upon delivery, annual plants shall be 80% in bloom, free of insects and diseases, uniform in height and size, and have fully developed root system.

Fertilization Frequency:

Plant Type	Rate of Application
Shade and Ornamental Trees	2 applications per year
Evergreen Trees	1 application per year
Shrubs & Ground Covers	2 applications per year
Lawn	2 applications per year